

AGREEMENT
BETWEENTHE MINISTRY OF SCIENCE, TECHNOLOGY AND ENVIRONMENT (MOSTE)
OF THAILAND

AND

THE ENVIRONMENTAL PROTECTION AGENCY (EPA)
OF THE UNITED STATES OF AMERICAFOR TECHNICAL COOPERATION
IN THE FIELD OF ENVIRONMENTAL PROTECTION

The Ministry of Science, Technology and Environment of Thailand (MOSTE) and the Environmental Protection Agency (EPA) of the United States of America (EPA), hereinafter referred to as the "Parties," have agreed as follows:

Article I: Purpose

This Agreement provides a framework for technical cooperation between the Parties for the protection of the environment. Through this Agreement, EPA shall provide technical services in the field of environmental protection and shall undertake such other cooperation activities with MOSTE in the field of environmental protection as the Parties may agree upon.

Article II: Scope of Work

A. Forms of technical cooperation under this agreement may consist of training, information exchange, joint research projects, and such other activities as the Parties may agree upon.

B. Areas of technical cooperation may cover environmental management, risk assessment, children's health, pollution prevention and control, environmental monitoring and assessment, waste management, community based environmental protection and public access to environmental information and such other areas as the Parties may agree upon.

C. The Parties shall conclude, through the Coordinators specified in Article IV, A through B, an implementing plan for each specific activity to be conducted under this agreement. This plan shall be approved by both parties. Each implementing plan under this agreement shall specify: the technical scope of activities; the products and outcomes, with estimated delivery dates; responsibilities of each Party; estimated budget; reporting procedures; arrangements for the treatment of intellectual property; and other appropriate matters.

D. The EPA may use, as appropriate, the services of other entities (such as universities, governmental and non-governmental organizations, and contractors) to develop and conduct activities under this Agreement.

E. All activities undertaken pursuant to specific implementing plans under this Agreement shall be subject to applicable Thai law as well as U.S. law.

Article III: Funding

A. Funding for travel, per diem, and contracting or grants associated with projects agreed to under this Agreement shall be paid by MOSTE. EPA will contribute the time and expertise of participating experts to these projects.

B. MOSTE shall hire a bilingual Thai and English speaking program assistant in Washington, D.C. who will help with the administration and implementation of projects agreed to under this Agreement.

C. Unless otherwise agreed to in an implementing plan, EPA is not obligated to undertake activities pursuant to this agreement for which funds are not immediately available from MOSTE.

Article IV: Management

A. Each Party shall designate a Coordinator who shall be responsible for the overall management of activities under this agreement. Each Party may designate a replacement Coordinator at any time upon written notice to the other Party. The Coordinators shall meet

biannually, or upon the request of either Party, to discuss activities under the agreement or to review other matters concerning the agreement or its implementation, such as future policy and programmatic direction.

- B. Pursuant to Article II, the Coordinators shall agree in writing on an implementing plan for each specific activity to be conducted under this Agreement.
- C. Biannual and financial reports shall be submitted by the coordinators to the Permanent Secretary of MOSTE and the Deputy Assistant Administrator for International Activities of EPA.

Article V: Relationship to Other Agreements

Nothing in this Agreement shall be construed to prejudice other existing or future agreements concluded between agencies of the Government of the United States of America and MOSTE.

Article VI: Entry Into Force, Amendment and Termination

This Agreement shall enter into force on the date of the last signature hereinafter, shall remain in force for five years, and may be extended or amended by written agreement of the Parties. The Agreement may be terminated by either Party upon six months written notice to the other Party. Unless otherwise agreed, the termination of the Agreement shall not affect the validity or duration of activities undertaken pursuant to this Agreement and initiated prior to such termination.

Article VII: Liability

MOSTE agrees to assist in defending against any suit brought against the United States Government, and/or any instrumentality, officer, employee, contractor, servant or assignee of the United States Government, arising out of or related to activities undertaken pursuant to this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the 28th of October, 1999.

FOR THE MINISTRY OF SCIENCE,
TECHNOLOGY AND ENVIRONMENT
(MOSTE) OF THAILAND:

Arthit Ourairat
Dr. Arthit Ourairat
Minister

FOR THE ENVIRONMENTAL
PROTECTION AGENCY (EPA) OF
THE UNITED STATES OF AMERICA:

William A. Nitze
William A. Nitze
Assistant Administrator

WITNESSED BY:

J. Somchewita

Sunthad Somchewita
Sunthad Somchewita
Permanent Secretary

WITNESSED BY:

Richard E. Hecklinger
Richard E. Hecklinger
U.S. Ambassador to Thailand